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February 4, 2022

Brinda Westbrook - Sedgwick
Commission Secretary
Public Service Commission of the District of Columbia
1325 G Street N.W., Suite 800
Washington, D.C. 20005

via electronic filing

Re: **Fusion Cloud Services, LLC — Initial Local Exchange Services Tariff**

Dear Ms. Westbrook-Sedgwick,

On November 4, 2021, the Public Service Commission of the District of Columbia (“Commission”) approved an application for transfer of the certification of Fusion Communications, LLC to its commonly owned affiliate, Fusion Cloud Services (“Fusion Cloud”).¹ The transaction has now been consummated and Fusion Cloud hereby submits its initial tariff for local exchange services.

Sincerely,

/s/ Winafred Brantl

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Counsel for Fusion Cloud Services, LLC

¹ Formal Case No. TA2013-01: *In the Matter of the Application of Fusion Communications, LLC and Fusion Cloud Services, LLC For Approval of a Transfer of Certification to Provide Local Exchange Telecommunications Services in the District of Columbia* (approved by Order 21050).

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

*This tariff, District of Columbia Tariff No. 1, issued by Fusion Cloud Services, LLC
cancels and replaces in its entirety
District of Columbia Tariff No. 2 issued by Fusion Communications, LLC.*

Fusion Cloud Services, LLC
210 Interstate North Parkway, Suite 200
Atlanta, Georgia 30339

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

This tariff contains the description, regulations and rates for the furnishing of services and facilities for telecommunications services provided by Fusion Cloud Services, LLC with principal offices at 210 Interstate North Parkway, Suite 200, Atlanta, Georgia 30339. This tariff applies for service furnished within the District of Columbia. This tariff is on file with the Public Service Commission of the District of Columbia, and copies may be inspected, during normal business hours, at the Company's principal place of business.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	28	Original	*
1	Original	*	29	Original	*
2	Original	*	30	Original	*
3	Original	*	31	Original	*
4	Original	*	32	Original	*
5	Original	*	33	Original	*
6	Original	*	34	Original	*
7	Original	*	35	Original	*
8	Original	*	36	Original	*
9	Original	*	37	Original	*
10	Original	*	38	Original	*
11	Original	*	39	Original	*
12	Original	*	40	Original	*
13	Original	*	41	Original	*
14	Original	*	42	Original	*
15	Original	*	43	Original	*
16	Original	*	44	Original	*
17	Original	*	45	Original	*
18	Original	*	46	Original	*
19	Original	*	47	Original	*
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* - indicates those pages included with this filing

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Page Revision Numbering - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Page - When a tariff is filed with the Commission, an updated check page accompanies the tariff filing. The check page lists the tariff pages, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made. The tariff user should refer to the latest check page to find out if a particular page is the most current on file with the Commission.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of End-User local exchange telecommunications services by Fusion Cloud Services, LLC ("Fusion" or "Company") to business Customers within the District of Columbia.

Issued: February 4, 2022

Effective: February 5, 2022

Issued By:

General Counsel
210 Interstate North Parkway, Suite 200
Atlanta, Georgia 30339

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Busy Hour - The two consecutive half hours during which the greatest volume of traffic is handled.

Call - A completed connection between the Calling and Called parties.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Carrier - An entity other than the Company that provides telecommunications services.

Commission - The Public Service Commission of the District of Columbia.

Company – Fusion Cloud Services, LLC, unless specifically stated otherwise.

Customer - A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

Incomplete - Any Call where voice transmission between the Calling and Called station is not established.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

1.1 Definitions (Cont'd.)

Holiday - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message - A completed telephone call by a Customer or User.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Terminal Equipment - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

User or End User - Customer or any authorized person or entity that utilizes the Company's services.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

1.2 Abbreviations

BLV - Busy Line Verification
CPE - Customer Premises Equipment
DID - Direct Inward Dialing
DOD - Direct Outward Dialing
PBX - Private Branch Exchange
PIC - Primary or Preferred Interexchange Carrier
POP - Point of Presence
V&H - Vertical and Horizontal Coordinates

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1 The Company provides facilities-based local exchange telecommunications service to business Customers for the direct transmission of voice, data and other types of telecommunications.
- 2.1.2 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.2 Limitations of Service (Cont'd.)

2.2.6 Service temporarily may be refused or limited because of system capacity limitations.

2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.

2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

2.3 Limitations of Liability

2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.

2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.

2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Limitations of Liability (Cont'd.)

2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:

- A. Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
- B. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, flood or other catastrophes, war, riots, national emergencies, government or military authorities, strikes, lock-outs, work stoppages or other labor difficulties, or causes beyond the Company's control;
- C. Any unlawful or unauthorized use of the Company's facilities and services;
- D. Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
- E. Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
- F. Claims arising out of any act or omission of the User in connection with service provided by the Company;
- G. Breach in the privacy or security of communications transmitted over the Company's facilities;

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.3 Limitations of Liability (Cont'd.)****2.3.4 (Cont'd.)**

- H. Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer;
- I. Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement is caused by negligence or the willful misconduct of the Company's agents or employees;
- J. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- K. Any noncompleted calls due to network busy conditions; and
- L. Any calls not actually attempted to be completed during any period that service is unavailable.

2.3.5 The User shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.

2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Limitations of Liability (Cont'd.)

2.3.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.3.8 With respect to the services provided pursuant to this tariff, the Company makes no representations or warranties, express or implied, either in fact or by operation of law, statutory or otherwise, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, except those expressly set forth in this tariff. The Company does not authorize anyone to make a warranty or representation of any kind on its behalf and the User should not rely on any such statement.

2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card Calls.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.4 Responsibilities of the Customer (Cont'd.)**

- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Allowances for Interruptions in Service

2.5.1 General

- A. A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Allowances for Interruptions in Service (Cont'd.)

2.5.2 Application of Credits for Interrupted Services

- A. At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.
- B. Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- C. In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- D. When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Allowances for Interruptions in Service (Cont'd.)

2.5.3 Limitations on Allowances

- A. No credit allowance will be made for any interruption of service:
1. due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
 2. due to the failure of power, equipment, systems or services not provided by the Company;
 3. due to circumstances or causes beyond the control of the Company;
 4. during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
 5. during any period in which the User continues to use the service on an impaired basis;
 6. during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 7. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
 8. that was not reported to the Company within thirty (30) days of the date that service was affected.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.6 Termination of Service**

- 2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice in writing. The Company may terminate service for non-payment of any invoice that is thirty (30) days past due after giving the Customer five (5) business days prior written notice. The Company may terminate service without notice in the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to the Company's equipment. If the Customer has signed a Term Agreement, early termination charges may apply. See Section 2.9.1.
- 2.6.2 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Payment of Charges

2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.

2.7.2 The Company may apply a late payment charge to Customers receiving basic or packaged business services if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the "Due Before Date" in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor. The late factor shall be 1.5% per month. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter. Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts.

2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length.

2.7.4 Customers must notify the Company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

2.7.5 Paper Invoice Fee

All customers that do not receive E-bill (Electronic Invoicing) will receive a paper invoice charge of \$1.95 per invoice, \$9.95 for large invoices. This charge represents the costs for printing, postage, mail handling and management of paper invoices. You may avoid this charge by registering for E-bill online or by contacting customer service.

2.8 Contracts

Contracts will be used for Individual Case Basis ("ICB") service offerings. The terms and conditions for each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date. With respect to ICB offerings, the Company will provide a notice or make it available to the Commission upon its request.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.9 Term Agreements**

The Company offers Term Agreements wherein the Customer agrees to retain the Company services for a mutually agreed upon length of time. If a customer terminates service prior to the end of the term agreement, a termination charge will apply. This termination charge is equal to the monthly recurring charges times the number of months remaining in the then current term plus all non-recurring charges for which the Company has not been reimbursed.

2.10 Deposits

The Company may at times require deposits from Customers. The Company will pay interest at the rate of 3% per year, simple interest.

2.11 Advance Payments

The Company will not require advance payments from Customers.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12 Contested Charges

All bills are presumed accurate and shall be binding on the Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.12.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.12.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Public Service Commission of the District of Columbia. The address of the Commission is:

Public Service Commission of the District of Columbia
1333 H Street, NW
Suite 200, West Tower
Washington, DC 20005

2.13 Taxes

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Timing of Calls**

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.
- 3.1.2 No charges apply if a Call is not completed.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum Call duration is 1 minute for a connected Call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). The Company utilizes software answer supervision, which permits up to 60 seconds of ringing before the Call becomes billed usage. A Call is terminated when the calling or called party hangs up.
- 3.1.6 The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Where answer supervision is not available, any Call for which the duration exceeds one (1) minute shall be presumed to have been answered.

3.2 Start of Billing

Billing will begin upon the earlier of (i) connection of the facility to the customer network and commencement of services (service activation) or (ii) within 15 days after delivery of the applicable facility to the customer premises by the facility provider, unless the delay in connection of the facility is due to the fault of or requested by the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2.6.1 of this tariff.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.3 Calculation of Distance

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the Call.

3.3.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

3.4 Minimum Call Completion Rate

The Customer can expect a call completion rate of at least 97% per 100 Calls attempted during peak use periods for all Feature Group D (1+) services.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.5 Local Exchange Service Offerings**

Where technically and economically feasible, the Company offers local exchange telecommunications services to business Customers pursuant to contractual arrangements. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

3.5.1 Business Local Exchange Service

Business Local Exchange Service provides the Customer with basic business access lines allowing connectivity to the local service network and features.

3.5.2 Business Trunk Line Service

Business Trunk Line Service provides trunk-featured business local services for connection to Key and PBX systems. Service will include Direct Outward Dial ("DOD").

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.5 Local Exchange Service Offerings (Cont'd.)****3.5.3 Trunk Line Call Hunting Service**

Trunk Line Call Hunting Service is a Local Business Line Service that may be sold with hunting features to front-end an existing Key or PBX System.

3.5.4 Direct Inward Dial ("DID") Service

DID enables a Caller to complete a Call to a specific extension without being transferred by an attendant. The Company offers DID service to its Customers in minimum blocks of ten (10) telephone numbers.

The Company reserves the right to review vacant DID Stations or Stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that inefficient number utilization is occurring, the Company reserves the right to reassign the unused DID Stations.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end-office.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.5 Basic Line

Basic Line is equipped with:

Unlimited Local, Intra-LATA Long Distance
Caller ID - Name and Number
Call Waiting
Hunting

Toll Free service is available with this product

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the Basic Line bundle, standard rates will apply.

The availability of certain features depends on feature availability. Additional calling features may be added to the Basic Line.

Outbound Long Distance is rated at \$.049/min, where available.

Caller ID with Name and Number-Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Product may not be available in all CLLIs.

An additional charge will apply when adding Unified Messaging or Voicemail to the line. There is a maximum of 3 extensions per box.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.6 Essentials

Essentials is equipped with:

Basic Line with Unlimited Features
Hunting
Unlimited Local Intra-LATA Long Distance
200 Minutes of Domestic Inter-LATA Long Distance

Toll Free service is available with this product

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$ 100 x x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate.

The availability of certain features depends on feature availability.

Customers may choose to use another carrier for their long distance purposes; however, declining the long distance will not reduce the package monthly rate.

Essentials will only be available to Local Service Customer locations in which the customer subscribes to no greater than 10 lines for domestic local toll and interLATA toll outbound calls from the business location. Customers are required to convert all of their off-net business lines, (restrictions listed below), per location, to Essentials in order to qualify for this service. Multi-location customers may choose the service per location. may cancel this service if all lines at location do not have this product.

An additional discounted charge will apply when adding Unified Messaging or Voicemail to Essentials. There is a maximum of 3 extensions per voicemail box.

 LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.6 Essentials (Cont'd.)

200 Minute Long Distance Calling Block for Essentials ⁽¹⁾:

<u>Block of Time per Month</u> ⁽¹⁾	<u>Overage Usage Rate per Minute</u>
200 Minutes of Inter-LATA Domestic Long Distance Additional Minutes	Included in bundle \$.049

Essentials Inclusive Feature List ⁽²⁾:

Anonymous Call Rejection, per line
 Call Block
 Call Forwarding
 Call Forwarding Busy Line
 Call Forwarding Don't Answer
 Call Return
 Call Selector
 Call Tracing
 Call Waiting
 Caller ID
 Caller ID Deluxe
 Calling number delivery blocking, per line
 Distinctive Ringing Service
 Enhanced Caller ID
 Preferred Call Forwarding
 Remote Access - Call Forwarding Variable
 Repeat Dialing
 Selective Class of Call Screening
 Speed Calling
 Three-Way Calling

⁽¹⁾ Long distance Block of Time allotment applies to all domestic 1+ direct dialed minutes of use. Free long distance is only applicable to standard outbound domestic long distance only, originating from customer to the 48 contiguous US States, and does not apply to calls to HI, AK, or US territories (Puerto Rico, Guam, USVL No. Marianas). Standard rates will apply for any overage beyond any inclusive block of minutes, and all calls made to AK, HI, and U.S. territories (Puerto Rico, Guam, USVI, and No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, To11 Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

⁽²⁾ The availability of certain features depends on feature availability.

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General Counsel
 210 Interstate North Parkway, Suite 200
 Atlanta, Georgia 30339

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.7 Value Line

Value Line is equipped with a basic line.

Outbound Long Distance is rated at \$.06/min, where available.

Toll Free service is available with this product

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$ 1 00 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

If features are needed with the Value Line, standard rates located in Section 4 below will apply. The availability of certain features depends on feature availability.

An additional charge will apply when adding Company Unified Messaging or Voicemail to Value Line. There is a maximum of 20 extensions per voicemail box.

Additional features can be added to this line.

Optional Calling Features

Features Offered on a Usage Sensitive Basis

The Customer will be billed the Per Feature Activation Charge each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.8 Basic Plus

Basic Plus is equipped with:

- Basic Line Unlimited Features including Hunting
- Unlimited Local Unlimited Intra-LATA Long Distance

Basic Plus Inclusive Feature List:

- | | |
|--|--|
| Call Trace | Call Block |
| Call Forwarding Busy Line | Call Forwarding |
| Call Waiting | Caller ID |
| Call Return | Enhanced Caller ID |
| Call Selector | Hunting |
| Anonymous Call Rejection, per line | Preferred Call Forwarding |
| Remote Access - Call Forwarding Variable | Calling number delivery blocking, per line |
| Call Forwarding Don't Answer | Selective Class of Call Screening |
| Distinctive Ringing Service | |
| Repeat Dialing | |
| Speed Calling | |
| Three-Way Calling | |
| Caller ID Deluxe | |

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.8 Basic Plus (Cont'd.)

Additional Terms and Conditions

- Miscellaneous Service Charges will apply.
- Declining free features does not reduce the package rate.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE. Toll Free service is available for this product.
- Customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees may apply per Customer's contractual arrangement with the Company.
- Product may not be available in all exchanges or parts thereof.
- An additional charge will apply when adding Unified Messaging* or Voicemail* to Basic Plus. There is a maximum of 3 extensions per voicemail box.
- Long Distance Rates apply to all domestic 1+ direct dialed minutes of use. Customer may choose to use another carrier for their long distance purposes; however, declining the long distance will not reduce the package monthly rate.

Long distance* is only applicable to standard outbound domestic long distance only, originating from customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OSDA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.6 Additional Local Exchange Service Offerings****3.6.1 Directory Assistance Service**

Directory Assistance Service provides the Customer with the ability to use a directory assistance operator to provide listing information. The Company will provide access to Directory Assistance Service through arrangements with other telecommunications companies. A maximum of two (2) telephone numbers per Customer may be requested per Call.

3.6.2 Directory Assistance Call Completion (“DACC”) Service

DACC service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The DACC charge is in addition to the per Call charges for Directory Assistance set forth above.

3.6.3 Operator Services

Operator Services involve live or automated operator assistance with the placement of Customers' telephone Calls and related information. The Company will provide access to Operator Services through arrangements with other telecommunications companies.

3.6.4 Directory Listings

The Company shall provide for a single Directory Listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number that is designated as the Customer's main billing number. Additional information or additional or alternate Company Station numbers, other than the Customer's main billing number associated with a Customer's service, cross reference, foreign, non-listed and non-published listing services also will be provided to the Customer for a monthly recurring charge per listing.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.6 Additional Local Exchange Service Offerings (Cont'd.)****3.6.5 Caller ID Number**

Displays the telephone number of an incoming Call on a CPE device attached to the Customer's telephone line.

3.6.6 Caller ID with Name and Number

Displays the name and telephone number of an incoming Call on a CPE device attached to the Customer's telephone line.

3.6.7 Call Forwarding**A Call Forwarding – Universal**

This service allows the Customer to forward Calls to any telephone number or station in the Customer Group that their station is allowed to call, including voicemail and the attendant. Call Forwarding - Universal takes precedence over Call Forward - No Answer, and calls are forwarded immediately.

B Call Forwarding - No Answer

Calls are automatically forwarded to a number or station in the Customer Group after a specified number of rings.

C Call Forwarding – Busy

Calls are automatically forwarded to a number or station in the Customer Group when the user's line is busy.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.6 Additional Local Exchange Service Offerings (Cont'd.)****3.6.8 Call Waiting**

When a line is in use, Call Waiting will generate an audible tone that will allow the user to know that another Call is coming in. The user may answer the new Call, and alternate between Calls, by pressing the hook flash switch on the telephone.

3.6.9 Cancel Call Waiting

Allows the user, on a per-Call basis, to cancel the Call Waiting function by dialing 70 before making a Call.

3.6.10 Call Transfer

Allows a user to transfer a Call to another station within the Customer Group or to an outside telephone number.

3.6.11 Three-Way Calling

Permits a user to place an existing Call on hold, dial another station in the Customer Group or outside telephone number, and bridge the new Call to the existing connection.

3.6.12 Last Number Redial

Allows a user to transfer a Call to another station within the Customer Group or to an outside telephone number.

3.6.13 Speed Calling

Enables a Customer to place calls to other telephone numbers by dialing a pre-programmed one or two-digit code rather than the complete telephone number. Speed Calling provides a 30-code capacity.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.6 Additional Local Exchange Service Offerings (Cont'd.)****3.6.14 Call Park**

Allows a Call to be placed on hold by one station and retrieved by another station in the Customer Group.

3.6.15 Distinctive Ring

Assigns different ring tones for Calls from within the Customer Group and for those from outside.

3.6.16 Calling ID Delivery Block

Allows a station to block the display of their number and name on outgoing Calls on a per-call basis for a fee.

3.6.17 Anonymous Call Rejection

Allows a called party to block calls from parties that have marked their calls "private".

3.6.18 Automatic Busy Redial

Permits the Customer to redial automatically the last number dialed. If the called line is busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when the called line is idle.

3.6.19 Automatic Call Return

Enables a Customer to automatically return the last incoming Call. To return the Call, the Customer dials a feature code and the number is dialed automatically. If the called line is busy, a 30-minute queuing process begins. The Customer is then given an indication that the network will attempt to set up the Call when the called line is idle.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.6 Additional Local Exchange Service Offerings (Cont'd.)****3.6.20 Call Blocking/Toll Restriction****A. 900/976 Blocking**

900/976 blocking permits a new or existing Customer, on a per-line basis, to block all Calls made from its Calling Station to a 900 or 976-type telephone number. This Call Blocking option prevents Calls to 900/976 information service providers by blocking the following dialing sequences: 1+900 and 1+976.

B. Long Distance Blocking

This Call Blocking option prevents 1+ long distance calls by station by blocking the following dialing sequences on a per-line basis: 1 + (NPA) + NXX + XXXX and 1 + NXX + XXXX.

C. Directory Services Blocking

This Call Blocking option prevents Calls to local Directory Services and casual dialed long distance providers by blocking the following dialing sequences on a per-line basis: 1+555-1212, 1+NPA+555-1212, and 411.

D. Operator Services Blocking

This Call Blocking option prevents Calls to local Operator Services by blocking the following dialing sequences on a per-line basis: 0+ and 0-.

E. International Blocking

This Call Blocking option blocks access to international calling services on a per-line basis.

F. 3rd Party and Collect Call Blocking

This Call Blocking option blocks access to inbound 3rd Party and Collect calls on a per-line basis.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.6 Additional Local Exchange Service Offerings (Cont'd.)****3.6.21 Local Number Portability**

Local Number Portability is a service that enables the End User to retain use of the existing local exchange carriers number after choosing the Company as its local exchange carrier, provided that the Customer's location remains the same after the switch.

3.6.22 N11 Services

N11 Services provides Customers with the ability to receive special services through the Company by dialing a three-digit number.

A. Directory Services (411)

Directory Services allows a customer to obtain the listed telephone number for a given name and address by dialing 411. Rates for this service are specified in Section 4.2 of this tariff.

B. Repair Service (611)

Repair Services allows Customers to report troubles to the Company customer service by dialing 611. There is no charge for this service.

C. Telecommunications Relay Services (711)

District of Columbia Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or similar device to communicate freely with the hearing population not using TTs and visa versa. The Company will provide access to TRS through arrangements with other telecommunications carriers to enable Customers to access the TRS state provider to complete TRS Calls. Hearing callers who wish to reach people who are deaf, hard of hearing or speech disabled may dial 1-800-255-0135 and text telephone users may dial 1-800-255-0056. District of Columbia TRS users may dial 711 from inside the District of Columbia to place relay calls. There is no charge for placing 711 calls.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.6 Additional Local Exchange Service Offerings (Cont'd.)****3.6.22 N11 Services (Cont'd.)****C. Telecommunications Relay Services (711) (Cont'd.)**

Access to 711 is not available to the following classes of service:

1. Hotel/Motel/Hospital Service (toll call only)
2. 1+
3. 0+, 0-, (Credit Card, Third-Party Billing, Collect Calls)
4. Inmate Service
5. 101XXXX
6. Cellular - Type 2A

In addition, operator assisted calls to the 711 will not be completed.

The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claims of liable and slander.

The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.

In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.6 Additional Local Exchange Service Offerings (Cont'd.)****3.6.22 N11 Services (Cont'd.)****D. 911 and E911 Services**

Emergency Services (Enhanced 911) allow Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call. The Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers.

3.6.23 Remote Call Forwarding (RCF) - RCF allows all calls dialed to a telephone number equipped for RCF service to be automatically forwarded to another dialable telephone number. This service enables a customer to list a local directory number that is forwarded to a different city or exchange. Each RCF service allows for the forwarding of one call at a given time. The RCF customer is responsible for any applicable usage rates/charges between the RCF number and the terminating number.

Conditions:

1. RCF service is not offered when the answering location for a forwarded call is a coin/coinless, Semi-public/public telephone service.
2. The Company cannot guarantee the grade of transmission on remotely forwarded calls. Normal grade end-to-end transmission is not guaranteed because transmission characteristics may vary depending on distance and routing required to complete the forwarded portion of the call.
3. RCF service will only be provided when, in the judgment of the Company, the customer subscribes to sufficient RCF facilities at the terminating (answering) location to adequately handle calls without impairing, disrupting or deteriorating any services offered by the Company. In the event that the use of RCF service causes impairment, disruption or deterioration, the Company shall have the right to discontinue the RCF service.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.7 Miscellaneous Service Charges****3.7.1 Service Order and Change Charges**

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

3.7.2 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

3.7.3 Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.7 Miscellaneous Service Charges (Cont'd.)

3.7.4 Maintenance Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

3.7.5 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays, and/or night hours, additional charges may apply.

3.7.6 Missed Appointment Charge

When the Company and the Customer have agreed to an installation date and time, and the Customer is not available at the premises to allow for installation of service at the appointed time, a Missed Appointment Charge will apply.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.7 Miscellaneous Service Charges (Cont'd.)

3.7.7 State Recovery Charge

The State Recovery Charge is applied to each line and:

- provides for delivery of high quality services, including connecting customers to the network, customer service and network monitoring, updating operational systems, and the construction of a facilities-based network,
- covers costs associated with ongoing regulatory and compliance obligations, participation in regulatory proceedings, handling customer complaints with regulatory agencies, and negotiations with other regulated carriers, and
- funds a contribution towards higher costs of interconnection with other carriers, due to the ongoing shift of network cost recovery from carrier-billed access services.

3.7.8 Access Recovery Fee

The Access Recovery Fee funds a contribution towards partially offsetting the company's higher costs to provide services, support its infrastructure, and recover costs associated with federally mandated charges. This charge is applied to each local or long-distance line.

 LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – RATES AND CHARGES

4.1 Local Exchange Service Offerings

4.1.1 Business Local Exchange Service

Flat Rate Service:

Monthly recurring charge, per line: \$ 45.00

Non-recurring charge, per line: \$100.00

4.1.2 Business Trunk Line Service

Monthly recurring charge, per line: \$ 60.00

Non-recurring charge, per line: \$100.00

Hunting Service, per line: \$ 15.00

Hunting Maintenance, per event \$ 20.00

4.1.3 DID Installation

Per first ten (10) numbers: \$915.00

Monthly recurring charge: \$ 5.00

Per additional ten (10) numbers: \$ 20.00

Monthly recurring charge: \$ 5.00

4.1.4 DID Trunk Termination Installation

Non-recurring charge: \$ 75.00

Monthly recurring charge: \$ 10.00

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – RATES AND CHARGES

4.1 Local Exchange Service Offerings (Cont'd.)

4.1.5 Basic Line

\$50.95 12 Month Contract
\$49.95 24 Month Contract
\$48.95 36 Month Contract

4.1.6 Essentials

\$52.95 12 Month Contract
\$50.95 24 Month Contract
\$49.95 36 Month Contract

4.1.7 Value Line

\$48.95 12 Month Contract
\$47.95 24 Month Contract
\$46.95 36 Month Contract

4.1.8 Basic Plus

\$50.95 12 Month Contract
\$49.95 24 Month Contract
\$48.95 36 Month Contract

 LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.2 Additional Local Exchange Service Offerings

4.2.1 Directory Assistance

A. Directory Assistance Service

First three (3) Calls:	\$ 0.00
Per each additional Call:	\$ 1.00

B. Directory Assistance Call Completion Service

Per Call Completion:	\$ 0.85
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C. Operator Services

Station-to-Station Collect, Per Call	\$ 0.50
Per minute:	\$ 0.25
Person-to-Person Collect, Per Call\$	\$ 0.50
Per minute:	\$ 0.25
Calling Card Service, Per Call	\$ 0.50
Operator-Dialed Surcharge	\$ 0.50
BLV, Per Call	\$ 2.00
Emergency Interrupt, Per Call	\$ 0.50
<i>Requires BLV</i>	

4.2.2 Directory Listings

1st Listing:	<i>no charge</i>
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Additional, Foreign and Cross Reference Listings:	
Per listing, per month:	\$5.25

Non-Listed Service, per listing, per month:	\$2.25
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Non-Published Service, per listing, per month:	\$2.75
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4.2.3 Directories

There is no charge for one (1) White Pages Directory per Customer per year.

 LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.4 Caller ID Number

Monthly recurring charge:	\$ 7.00
Non-recurring charge:	\$10.00

4.2.5 Caller ID with Name and Number

Monthly recurring charge:	\$10.00
Non-recurring charge:	\$10.00

4.2.6 Call Forwarding-No Answer

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.7 Call Forwarding-Busy

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.8 Call Forwarding-Universal

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.9 Call Waiting/Cancel Call Waiting

Monthly recurring charge:	\$ 3.50
Non-recurring charge:	\$10.00

4.2.10 Call Transfer

Monthly recurring charge:	\$ 3.75
Non-recurring charge:	\$10.00

 LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.11 Three-Way Calling

Monthly recurring charge:	\$ 3.75
Non-recurring charge:	\$10.00

4.2.12 Last Number Redial

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.13 Speed Calling

Monthly recurring charge (30 code):	\$ 4.00
Non-recurring charge:	\$10.00

4.2.14 Call Park

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.15 Distinctive Ring

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.16 Calling Number Delivery Block

Monthly recurring charge:	<i>no charge</i>
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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.17 Anonymous Call Rejection

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.18 Automatic Busy Redial

Monthly recurring charge:	\$ 3.00
Charge per use:	\$ 0.75
Non-recurring charge:	\$10.00

4.2.19 Automatic Call Return

Monthly recurring charge:	\$ 3.00
Charge per use:	\$ 0.75
Non-recurring charge:	\$10.00

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.20 Call Blocking/Toll Restriction

A	900/976 Blocking	
	Monthly recurring charge:	No charge
B	1+ Long Distance Blocking	
	Monthly recurring charge:	\$1.00
C	Directory Service Blocking	
	Monthly recurring charge:	\$1.00
D	Operator Service Blocking	
	Monthly recurring charge:	\$1.00
E	International Call Blocking	
	Monthly recurring charge:	\$1.00
F	3rd Party/Collect Call Blocking	
	Monthly recurring charge:	\$1.00

4.2.21 Local Number Portability

Where applicable, the Company will assess on End User Customers a monthly Local Number Portability ("LNP") fee or fees to recover the Company's costs of porting the Customer's number/s from its existing carrier to the Company.

Per month charges:

Per line:	\$ 0.35
Per PBX trunk:	\$ 3.15

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.22 Remote Call Forwarding

Per Line:

Monthly recurring charge:	\$50.00
Non-recurring charge (if after installation):	\$50.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges

4.3.1 Service Order Charges

Charge	Price
Feature Add or Change	\$10.00 per Order
Basic Service Change	\$10.00 per Order
Establishing or Re-arranging Hunting	\$10.00 per Order
Directory Listing Change	\$10.00 per Order
Invoice Change	\$60.00 per Order
Transfer of Service	\$60.00 per Order
Telephone Number Change	\$25.00 per Order
Line Signaling Change	\$25.00 per Order
Vanity Number Search	\$25.00 per Order
Establishing Dual Service	\$60.00 per Order
Expedite Service Charge (T1 Circuits)	\$595.00 per Order

4.3.2 Data Circuit Install Charge

12-Month Term Agreement = \$600
 24-Month Term Agreement = \$300
 36-Month Term Agreement = \$0

4.3.3 Bad Check Charge

Per returned check: \$25.00

4.3.4 Reconnection

Per line: ICB

4.3.5 {Reserved for Future Use}

 LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges

4.3.6 Maintenance Charges

Description	Non-Recurring Charges
Premise Work Charge	\$139.00
Initial Hour (time & materials)	\$165.00
Trouble Determination (per request)	\$110.00
Each Additional 30 minute increment	\$60.00
Each Additional Jack & Wiring (existing customer)	\$65.00

4.3.7 Non-routine Installation ICB

4.3.8 Missed Appointment Charge

Per occurrence \$250.00

4.3.9 State Recovery Charge \$6.00

4.3.10 Access Recovery Fee

Charge (per local or long distance line) \$ 0.50

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 – PROMOTIONAL OFFERINGS

5.1 Promotions

From time to time, the Company, in compliance with all Commission regulations, may offer services or waive or vary service rates for promotional, market research or other similar business purposes.